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THIRD DIVISION
October 12, 2016

No. 1-15-0876

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

ELEANOR BYRD,)
)
 Plaintiff-Appellee,) Appeal from the Circuit court of
) Cook County, Illinois,
 v.) Civil Department.
)
) No. 14M6007005
 ALICIA SAJNA,)
)
 Defendant-Appellant.) The Honorable
) Carl Boyd,
) Judge Presiding.

PRESIDING JUSTICE FITZGERALD SMITH delivered the judgment of the court.

Justices Lavin and Cobbs concur in the judgment.

ORDER

¶ 1 *Held:* Where record is too sparse for this court to review claim on the merits, decision of the circuit court is affirmed. Affirmed.

¶ 2 Following a bench trial regarding an action for breach of contract, the trial court found in favor of appellee Eleanor Byrd against appellant Alicia Sajna. The trial court ordered Sajna to pay Byrd the amount of \$6,417. By this appeal, Sajna, appearing *pro se*, contends the trial court's order granting judgment in favor of Byrd was in error and should be reversed.

Byrd has not filed a brief in this cause. We consider this appeal on Sajna's brief only, pursuant to *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976). For the following reasons, we affirm.

¶ 3

BACKGROUND

¶ 4

The record on appeal is sparse. We take these facts from the few pleadings contained in the record before us. Byrd is Sajna's aunt. On June 9, 2014, Byrd purchased a car in Sajna's name. There was a subsequent repair made on the vehicle that Byrd paid, as well. The parties disagree as to whether the purchase price and the subsequent repair bill were gifts or loans.

¶ 5

In December 2014, Byrd filed a complaint against Sajna alleging breach of contract. By that complaint, Byrd stated:

"On 6/9/14 I loaned Alicia Sajna (Defendant) \$6,367 for the purchase of a 2001 pre-owned Toyota Highlander SUV. Vehicle has a small indentation on the front driver's side, otherwise the body of the vehicle is in excellent condition. Mechanically vehicle needed to have repairs made to the heating/AC unit. On or about 07/01/14 I loaned the Defendant an additional \$450 to make this repair. Other than the repair of the motor that operates the rear windows, vehicle is in very good mechanical condition. In total Defendant was loaned and agreed to make monthly payments of \$250 beginning 08/21/14 and ending 09/21/16. To date no payments have been made. Plaintiff is seeking payment in full (immediately) or possession of vehicle in the condition at time of purchase plus repairs."

¶ 6

Sajna's answer to the complaint, filed in the circuit court, states:

"On 6/9/14 Ms. Byrd purchased a 2001 pre-owned Toyota Highlander and paid for the repair which was \$450. Ms. Byrd never mentioned anything about repayment until November 11, 2014. On that date, 11/11/14, Ms. Byrd and I had a small argument over the duties I was to perform as my Grandmothers caregiver. Ms. Byrd printed a contract and handed it to me on 11/11/14. I never signed anything from Ms. Byrd when she handed me the contract. I thought it was pertaining to my Grandmother. Ms. Byrd got me fired from my job because she said I stole something from her property. There was not a police report made nor an arrest. I have the text stating that. I believe I owe Ms. Byrd \$450 for the repair, but for the vehicle I believe I owe Ms. Byrd nothing because if she wanted repayment she would of made me sign a contract on site before she even paid for the vehicle. The only reason she is doing this is solely out of spite not for payment of the vehicle. This matter is bigger than a vehicle, it's a family issue that has been going on for years. I have tried to talk to Ms. Byrd in November and December. She laughed at me and hung up her phone.****"

¶ 7 A bench trial was held in March 2015, after which the trial court entered judgment against Sajna in the amount of \$6,417. There is neither a transcript from this bench trial, nor a bystander's report in the record on appeal.¹

¶ 8 Sajna appeals.

¶ 9 ANALYSIS

¹ Sajna acknowledges in her appellate brief that "the record does not include a transcript of the hearing on the court's ruling in favor of the Plaintiff, or any elaboration of the trial court's reasoning in making its ruling[.]"

¶ 10 On appeal, Sajna contends the trial court erred in entering judgment against her. Specifically, Sajna claims the court erred because the vehicle and repairs were a gift not subject to a loan because. Sajna provides the following supportive arguments for the purchase being a gift: (1) generally, purchases made on behalf of family members are considered gifts and not contractual agreements; (2) the fact that Sajna alone appears on the vehicle registration should be construed as Byrd relinquishing all control over the vehicle; (3) the contract was not presented to Sajna until November, many months after the purchase in June; (4) the contract date was June 10, 2015, but the vehicle purchase date was June 9, 2015; and (5) Sajna never signed the contract.

¶ 11 Unfortunately for Sajna, due to the sparse nature of the record before us, we are unable to review this claim on the merits. This record does not include the contract at issue, any documents related to the purchase of the vehicle, or a transcript of or bystander's report of the trial². Our supreme court has repeatedly held that the burden is on the appellant to present a sufficiently complete record of the trial proceedings to support a claim of error on appeal. *Corral v. Mervis Industries, Inc.*, 217 Ill. 2d 144, 156 (2005); *Webster v. Hartman*, 195 Ill. 2d 426, 432 (2001); *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). "From the very nature of an appeal it is evident that the court of review must have before it the record to review in order to determine whether there was the error claimed by the appellant." *Foutch*,

² In Illinois, where a transcript of the trial proceedings is unavailable, the appellant may prepare a bystander's report summarizing the events that occurred, and may include this report in the record after certification by the court or stipulation by the parties. Illinois Supreme Court Rule 323 (eff. Dec. 13, 2005). Here, appellant Sajna has not done so.

99 Ill. 2d at 391. An appellant has the burden of presenting this court with a record which is sufficient to support his claims of error. *Foutch*, 99 Ill. 2d at 391. Any doubts of deficiencies arising from an incomplete record will be construed against the appellant. *Foutch*, 99 Ill. 2d at 391. When presented with an incomplete record, we will indulge every reasonable presumption in favor of the judgment appealed from. *Smolinski v. Vojta*, 363 Ill. App. 3d 752, 757-58 (2006). Accordingly, in the absence of a complete record supporting the appellant's claim of error, we will resolve "[a]ny doubts which may arise from the incompleteness of the record *** against the appellant." *Foutch*, 99 Ill. 2d at 392.

¶ 12 In addition, we note that this case was tried before the bench, and therefore enjoys a presumption that the trial court knew the law and followed it accordingly. *People v. Taylor*, 344 Ill. App. 3d 929, 937 (2003) (In a bench trial, the trial court is presumed to know the law, and that presumption is only rebutted when the record affirmatively shows the contrary). Sajna has failed to direct us to any evidence in the record to overcome the presumption that the trial court followed the law. Absent evidence to the contrary, we presume the trial court acted according to the law.

¶ 13 Appellant here fails to provide us with evidence that the trial court erred in its monetary award in favor of Boyd. We are bound by the record before us and, accordingly, under the circumstances of this case, we must presume that the circuit court's ruling had a sufficient factual basis and was in conformity with the law. See *Todd W. Musburger, Ltd. v. Meier*, 394 Ill. App. 3d 781, 795

¶ 14 CONCLUSION

¶ 15 For all of the foregoing reasons, the decision of the circuit court of Cook County is affirmed.

1-15-0876

¶ 16 Affirmed.